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8

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION
12

13 AUTODESK, INC., a Delaware
corporation,

14 Plaintiff,

15 v.

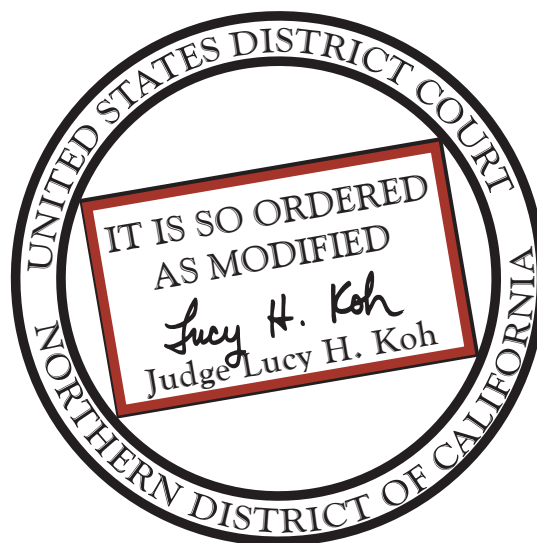
16 GUILLERMO FLORES, an individual;
17 GREG FLOWERS, an individual;
GREGORIO FLORES, an individual; and
18 DOES 1 through 10, inclusive,

19 Defendants.
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CASE NO.: CV 10-01917-LHK

**[PROPOSED] MONEY JUDGMENT
AND PERMANENT INJUNCTION**

Dept.: Courtroom 4, 5th Floor
Judge: Hon. Lucy H. Koh



On January 31, 2011, this Court entered in this action its Order Granting In Part Motion For Default Judgment (Docket No. 43). On May 18, 2011, this Court entered in this action its Order Granting Motion For Attorney's Fees And Costs (Docket No. 48). In accordance with the aforementioned orders, IT IS HEREBY ORDERED and ADJUDGED as follows:

1. Plaintiff Autodesk, Inc. ("Autodesk") shall recover from defendants Guillermo Flores, Greg Flowers, and Gregorio Flores (collectively, "Defendants"), jointly and severally: damages in the amount of \$82,500, attorney's fees in the amount of \$40,600, and costs in the amount of \$550, for a total judgment in the amount of \$123,650 (the "Judgment Amount"), with interest to accrue on the Judgment Amount from the date of entry of this judgment ~~at the rate of 0.19 percent per annum~~ as provided by 28 U.S.C. § 1961(a);

2. Pursuant to 17 U.S.C. §§ 502(a) and 1203(b)(1) and 15 U.S.C. §§ 1114(2) and 1116(a), Defendants, and each of them, and their respective agents, servants, employees, successors, and assigns, and all other persons acting in concert or conspiracy with Defendants or affiliated with Defendants, are permanently enjoined and restrained from:

(a) copying, reproducing, distributing, or using any unauthorized copies of Autodesk's copyrighted software products;

(b) otherwise infringing any of Autodesk's copyrights;

(c) manufacturing, importing, offering to the public, providing, or otherwise trafficking in any technologies, products, services, devices, components, or parts thereof primarily designed to or produced for the purpose of circumventing either a technological measure that effectively controls access to one or more of Autodesk's software products or a protection afforded by such a technological measure (collectively, "Circumvention Technology");

(d) copying, reproducing, advertising, offering for sale, or distributing any goods or services in connection with the unauthorized use of any of Autodesk's trademarks or any other marks confusingly similar thereto;

(e) using in any manner any of Autodesk's trademarks, any marks confusingly similar thereto, or reproductions, counterfeits, copies, or colorable imitations thereof in connection with any of Defendants' goods or services in such a manner that is likely to create the

1 erroneous belief that said goods or services are authorized by, sponsored by, licensed by, or are in
2 some way associated with Autodesk; and

3 (f) otherwise infringing any of Autodesk's trademarks.

4 3. Pursuant to 17 U.S.C. § 503(b), 17 U.S.C. § 1203(b)(6), and 15 U.S.C. § 1118,
5 Defendants must immediately destroy:

6 (a) any and all infringing copies of Autodesk's software products;

7 (b) any device or product involved in Defendants' manufacture, importation,
8 offering to the public, provision, or otherwise trafficking in any Circumvention Technology; and

9 (c) all labels, signs, prints, packages, wrappers, receptacles, and
10 advertisements bearing any of Autodesk's registered trademarks without authorization; any
11 materials containing false designations of origin, false descriptions, or misrepresentations of fact
12 concerning Autodesk's software products or any services or products of Defendants; any
13 materials bearing any reproduction, counterfeit, copy, or colorable imitation of Autodesk's
14 registered trademarks; and all plates, molds, matrices, and other means of making the same.

15 4. Within thirty (30) days after entry of judgment in this action, Defendants shall file
16 with this Court and serve on Autodesk a report, in writing, under oath, setting forth in detail the
17 manner and form in which Defendants have complied with the permanent injunction imposed
18 against Defendants as described herein.

19 **IT IS SO ORDERED AND ADJUDGED.**

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21 Dated: July 19, 2011



22 Hon. Lucy H. Koh
23 United States District Court Judge